

PART IV—REPRESENTATIONS AND INSTRUCTIONS

SECTION K

REPRESENTATION, CERTIFICATIONS, AND  
OTHER STATEMENT OF BIDDERS/OFFERORS

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K-1 **ATTENTION PROSPECTIVE OFFERORS**

In the interest of expediting award of this solicitation it is requested that the following information be provided this office for the purpose of conducting a pre-award survey on your firm:

(a) Full name, business address, phone number, and the name of the person to contact, concerning you're:

(1) Financial resources: (Company's checking and savings account)

Name & Address of Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Individual: \_\_\_\_\_

Telephone No. \_\_\_\_\_

FAX No.: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

(b) Complete the following by furnishing information on one or more contracts awarded to company by the CFSA or Other District , Federal or commercial contractors:

Contract No.	Contract Amount	Office Name & Phone No.	Contracting Officer
(1) _____	_____	_____	_____
(2) _____	_____	_____	_____
(3) _____	_____	_____	_____
(4) _____	_____	_____	_____
(5) _____	_____	_____	_____

The offeror certifies (\_\_\_) it has or, (\_\_\_) has not been notified of being debarred or suspended from receiving contracts from any Federal or State.

**NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN BIDS IS PRESCRIBED IN 17 U.S.C. 1001.**

**K-2 ADDRESS TO WHICH PAYMENT SHALL BE MADE**

If the offeror desires payment to be made to an address different from that shown for the offeror, he should complete the following:

PLEASE MAKE PAYMENTS UNDER ANY RESULTING CONTRACT TO:

---

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**K-3 TAXPAYER IDENTIFICATION**

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) The offeror is required to submit the information required in paragraph (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in 4.902 (a), the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

- ( ) TIN: \_\_\_\_\_
- ( ) TIN has been applied for
- ( ) TIN is not required because:
- ( ) Offeror is a CFSA or instrumentality of a federal, state or local CFSA:
- ( ) Other. State basis. \_\_\_\_\_

(d) Corporate Status.

- ( ) Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ( ) Other corporate entity;
- ( ) Not a corporate entity;
- ( ) Sole proprietorship
- ( ) Partnership
- ( ) Hospital or extended care facility described in 26 CFR

501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

( ) Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

( ) Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

K-4 **CONTRACTOR DUNS AND BRADSTREET DATA UNIVERSAL NUMBER**

The contractor shall provide their Dun and Bradstreet Data Universal Numbering System.

(c) DUNS NO: \_\_\_\_\_

K-5 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

(a) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals ---

(b) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any Federal or State CFSA.

(c) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(d) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilian charged by any Federal or State entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(e) The Offeror has ( ) has not ( ), within a three year period preceding this offer, had one or more contracts terminated for default by any Federal or State CFSA.

(f) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager, head of a subsidiary, division, or business segment, and similar positions).

(i) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(g) A certification that any of the items in paragraph (a) of this provision exists shall not necessarily result in withholding of an award under this solicitation. However, the certification shall be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(i) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award.

If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the CFSA, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K-6 TYPE OF BUSINESS ORGANIZATION**

The offeror or quoter, by checking the applicable box, represents that ---

- (a) It operates as ( ☐ ) a corporation incorporated under the laws of the State of \_\_\_\_\_. ( ☐ ) an individual, ( ☐ ) a partnership, ( ☐ ) a nonprofit organization, or ( ☐ ) a joint venture; or
- (b) If the offeror or quoter is a foreign entity, it operates as ( ☐ ) an individual, ( ☐ ) a partnership, ( ☐ ) a nonprofit organization, ( ☐ ) a joint venture, or ( ☐ ) a corporation, registered for business in

\_\_\_\_\_  
country

**K-7 AUTHORIZED NEGOTIATORS**

The offeror represents that the following persons are authorized to negotiate on its behalf with the CFSA in connection with this request for proposals or quotations:

\_\_\_\_\_  
(Name) (Title) (Telephone No.)

\_\_\_\_\_  
(Name) (Title) (Telephone No.)

\_\_\_\_\_  
(Name) (Title) (Telephone No.)

**K-8 PERIOD FOR ACCEPTANCE OF OFFER**

In compliance with the solicitation, the offeror agrees, if this offer is accepted within 120 calendar from the date specified in the solicitation for receipt of offers, to furnish any or all items on which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

**K-9 CERTIFICATION OF REQUESTS FOR ADJUSTMENT OR RELIEF EXCEEDING \$100,000**

(a) Any contract claim, request for equitable adjustment to contract terms, request for relief under Public Law 85-804, or other similar request exceeding \$100,000 shall bear, at the time of submission, the following certificate given by a senior company official in charge at the plant or location involved:

I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief; and that the amount requested accurately reflects the contract adjustment for which the Contractor believed the CFSA is liable.

\_\_\_\_\_  
(Official's Name)

\_\_\_\_\_  
(Title)

(b) The certification in paragraph (a) requires full disclosure of all relevant facts, including cost and pricing data.

(c) The certification requirement in paragraph (a) does not apply to:

Requests for routine contract payments; for example, those for payment for accepted supplies and services, routine vouchers under cost-reimbursement type contracts, and progress payment invoices; and

(2) Final adjustments under incentive provisions of contracts.

(d) In those situations where no claim certification has been submitted prior to the inception of a contract dispute, a single certification, using the language prescribed by the Contract Disputes Act but signed by a senior company official in charge at the plant or location involved, shall be deemed to comply with both statutes.

(d) If this is a request for equitable adjustment under a substantially completed contract or a completed contract, the certification shall be expanded to include the following:

This claim includes only costs for performing the alleged change, and does not include any costs which have already been reimbursed or which have been separately claimed. All indirect costs claimed are properly allocable to the alleged change in accordance with applicable acquisition regulations. I am aware that the submission of a false claim to the CFSA can result in the assessment of significant criminal and civil penalties and fines.

#### **K-10 NONDISCRIMINATION IN EMPLOYMENT**

The contractor agrees to comply with the nondiscrimination in employment provisions prohibiting unlawful employment practices as provided in all applicable local and federal laws and regulations regarding employment discrimination.

The contractor assures CFSA that, in accordance with applicable law, it does not, and agrees that it shall not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor SHALL bind its subcontractors to the provisions of this section.

#### **K-11 LOCAL, SMALL, DISADVANTAGED BUSINESS ENTERPRISES (LSDBE'S) AND MINORITY BUSINESS ENTERPRISES (MBE'S)**

It is the policy of CFSA to actively and aggressively recruit LSDBE's and MBE's certified by the District of Columbia to provide goods and services. This procurement is an open market solicitation, but all certified LSDBE's and MBE's are encouraged to submit a proposal. If a situation occurs wherein two or more offerors receive the same total score for the attached evaluation factors, preference shall be given to the offeror who is a certified MBE or LSDBE.

#### **K-12 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

The offeror certifies that the prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to those prices; the intention to submit an offer; or the methods or factors used to calculate the prices offered.

The prices in this offer have not been and shall not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

No attempt has been made or shall be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. Each signature on the offer is considered to be a certification by the signatory that the signatory is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal.

**\*\*\*END OF SECTION K\*\*\***



PART IV—REPRESENTATIONS AND INSTRUCTIONS

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERS/BIDDERS

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PART IV—REPRESENTATIONS AND INSTRUCTIONS

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERS/BIDDERS

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L-1 **GENERAL REQUIREMENTS OF ALL OFFERORS**

All offerors are advised to carefully read and comply with all the instructions within this solicitation. Failure to complete all the applicable spaces could result in your offer being determined as non-responsive.

(a) Fill in Blocks 12, 14, 14A, 15, 15A, & 15B of Section A, complete all applicable blanks in Section B, Section J and Section K.

Hand carried offers **MUST** be turned into the Contracts Unit Office, 400 6<sup>th</sup> Street SW Washington, DC 20024 **PRIOR** to the scheduled date and time for receipt of all proposals.

(e) No facsimile or electronic submissions of a proposal are authorized.

(f) Offered prices **SHALL NOT** include any Taxes.

L-2 **CONTRACTOR'S TECHNICAL PROPOSAL, MANAGEMENT PROPOSAL, STAFFING QUALIFICATIONS, QUALITY CONTROL PLANS AND PAST PERFORMANCE Part A – PROGRAM NARRATIVE**

All offerors shall submit with their proposals, their Technical Proposal, Management Proposal, Staffing Qualifications, Quality Control Plans and Past Performance. These document shall be used to show the CFSA that the Contractor has a thorough and complete understanding of the services to be performed. Documents shall include, but not be limited to the following:

1. A detailed Technical Proposal shall show how the Contractor intends to accomplish the services based on the work identified in the SOW in Section C. The proposal shall include as a minimum the following:

(a) Plan of how the work shall be accomplished in each area to include what type of materials shall be used as required by the SOW.

(b) A plan how the required equipment and office space shall be provided on the work site.

2. A Management Plan that describes:

(a) Management Responsibility

(b) Management Judgment

(c) Corporate Experience

(d) Schedule, Work-plan and Approach

### **3. STAFFING QUALIFICATION**

- (a) A listing of position descriptions (i.e., program manager, clinicians, QC personnel,) with work descriptions and the responsibilities of that position.
- (b) A detailed description of employees qualifications and background.
- (c) A detailed outline of the organizational structure on site

### **4. QUALITY CONTROL PLAN:**

- (a) The plan shall include description of the inspection system to cover all services. Description shall include specifics as to the areas to be inspected on both a scheduled and unscheduled basis, frequency of inspections, and the title and organizational placement of the inspectors.
  - (b) A description of the methods to be used for identifying and preventing defects in the quality of service performed.
  - (d) A description of the records to be kept to document inspections and corrective or preventive actions taken.
- (C ) The records of inspections shall be kept and made available to the CFSA throughout the contract performance period and for the period after contract completion until final settlement of any claims that may arise under this contract.

### **5. PAST PERFORMANCE**

- (a) Offeror shall be evaluated on their replies to the questions in Section K-1. In addition, Offerors shall submit a list of CFSA or commercial contracts they have been awarded within the past two years, provide item description, total dollar values and a summary descriptions of the latest contract evaluation report, if applicable.

### **6. COST/PRICING PROPOSAL Part B - BUDGET:**

Although not scored or weighted, cost/ price is a factor in this evaluation and shall be evaluated to determine the offeror's credibility, cost realism and the offeror's understanding of the work to be performed. The Offeror shall complete and submit the Budget Sheets provided in this solicitation (*See section "M"*)

## **L-3 REQUIRED FORMAT FOR THE TECHNICAL PROPOSAL MANAGEMENT PROPOSAL, STAFFING QUALIFICATION, QUALITY CONTROL PLAN AND PAST PERFORMANCE**

The overall technical proposal shall consist of six (6) physically separated and detachable parts, individually entitled, submitted with one (1) original and nine (4) hard copies:

### **1. PART I - CONTRACTOR'S TECHNICAL PROPOSAL**

The Contractor shall describe in detail how they shall perform the required services and address the requirements listed in paragraph L-2(1) (a) & (b).

2. PART II - CONTRACTOR'S MANAGEMENT PLAN

The Contractor's plan shall address each requirement of the solicitation listed in paragraph Each response shall be in sufficient detail to substantiate the offeror's ability to meet the requirements of the solicitation as shown in the SOW.

3. PART III – STAFFING QUALIFICATIONS

The Contractor plan shall address job positions (i.e., program manager, clinicians, QC personnel,) with work descriptions and the responsibilities of that position. It shall contain a detailed description of employees qualifications and background and outline of the organizational structure on site

4. PART IV CONTRACTOR'S QUALITY CONTROL PLAN

The Contractor's Quality Control Plan shall address each requirement of the solicitation listed in paragraph L-2 and must be of sufficient detail to substantiate the Contractor's ability to meet all the requirements.

To aid in the evaluation, Contractor's proposals shall be practical, straightforward, specific, concise and complete. Proposals shall be neat and logically assembled. All pages of each part shall be appropriately numbered and identified with the date of preparation and the solicitation number.

5. PART V PAST PERFORMANCE

Past performance evaluation is an indication of an Offeror's ability to perform the contract. The comparative assessment of past performance information is separate from any responsibility determination that may be made of the Offeror. The number and severity of an Offeror's problems on previous contracts, the effectiveness of corrective actions taken, the Offeror's overall work record, and the age and relevance of past performance information shall be considered. The Offeror's experience in the timely and successful completion of contracts of a similar nature with organizations of comparable size and complexity shall be considered in this evaluation.

6. PART VI COST/PRICING

This section must include complete cost and price information for specified services. The Offeror shall attach to its cost and price proposal a certification that, to the best of its knowledge, ensures all prices and cost data is accurate, complete and current as of the date of the proposal. Offers for services other than those specified shall not be considered.

Offerors shall submit a price estimate for the base year period and a cost for each option period for items specified in their proposal(s).

The cost and price agreements associated with any joint venture or teaming agreements must be attached to this proposal.

This section must be submitted in a separate, sealed envelope, clearly marked as Official Offer of Price."

**NOTE: TECHNICAL PROPOSALS SHALL NOT INCLUDE PRICES OR PRICING**

L-4 AMENDMENTS TO SOLICITATIONS

(a) If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.

Offerors shall acknowledge receipt of any amendment to this solicitation by: signing and returning the amendment identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer letter or telegram

**L-5     SUBMISSION OF OFFERS**

Offers and modifications thereof shall be submitted in sealed envelopes or packages

addressed to the office specified in the solicitation, and

(2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers shall not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals shall not be considered unless authorized by the solicitation.

Item samples, if required, must be submitted within the time specified for receipt of offers. Unless otherwise specified in the solicitation, these samples shall be:

submitted at no expense to the CFSA, and

(2) returned at the sender's request and expense, unless they are destroyed during pre-award testing.

**L-6     PREPARATION OF OFFERS**

(a) Offerors are expected to examine the Statement of Work, and attachments or specifications and the Schedule, and all instructions. Failure to do so shall be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, offerors shall (1) show the unit price/cost, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price/cost for the quantity of each item offered in the "Amount" column of the Schedule. In case of discrepancy between a unit price/cost and an extended price/cost, the unit price/cost shall be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Offers for supplies or services other than those specified shall not be considered unless authorized by the solicitation.

(e) Offerors must state a definite time for delivery of supplies or for performance of service, unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, shall include Saturdays, Sundays, and holidays.

**L-7     EXPLANATION TO PROSPECTIVE OFFERORS**

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers.

Oral explanations or instructions given before the award of the contract shall not be binding. Any information given to a prospective offeror concerning a solicitation shall be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary

in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

#### **L-8 CONTRACT AWARD**

(a) The CFSA shall award contract(s) resulting from this solicitation to the responsible offeror or offerors whose offer conforming to the solicitation shall be most advantageous to the CFSA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The CFSA may (1) reject any or all offers if such action is in the public interest, (2) accept other than the lowest offer, and (3) waive informalities and minor irregularities in offers received.

(c) The CFSA may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the CFSA reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

(d) The CFSA may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may be submitted for quantities less than those specified. The CFSA reserve the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or price offered, unless the offeror specifies otherwise in the offer.

(e) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the CFSA may accept an offer (or part of an offer, as provided in paragraph (d) above), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the CFSA.

(f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, shall form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price shall be subject to reduction if cost or pricing data furnished that is incomplete, inaccurate, or not current.

(g) The CFSA may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items.

An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer shall result in the lowest overall cost to the CFSA, even though it may be the low evaluated offer, or it is so unbalanced as to be tantamount to allowing an advance of payment.

#### **L-9 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS**

(a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt shall not be considered unless it is received before award is made and it --

(1) Was sent by mail or, if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the CFSA the late receipt was due solely to mishandling by the CFSA after receipt at the CFSA installation; or

(2) Is the only proposal received.

(b) Any modification of a proposal or quotation, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in subparagraph (a)(1) of this provision.

(c) A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request shall not be considered unless received

before award and the late receipt was due solely to mishandling by the CFSA after receipt at the installation.

(d) The only acceptable evidence to establish the time of receipt at the CFSA installation is the time/date stamp of the installation on the proposal wrapper or other documentary evidence or receipt maintained by the installation.

(e) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful proposal that makes its terms more favorable to the CFSA shall be considered at any time it is received and may be accepted.

(f) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

**L-10 TYPE OF CONTRACT**

The CFSA anticipates the award of a Fixed Unit Priced Contract with Cost Reimbursable Components.

**L-11 COMPLETE PROPOSALS**

A complete proposal encompasses all six Parts as mentioned above, placed in two envelopes. One envelope should contain Part A Program Narrative as set forth in Sections L 2 sub-paragraphs 1, 2, 3, 4, and 5. The other envelope should contain Part B – Budget as set forth in Section L 2 sub-paragraph 6. Both envelopes should be sealed and clearly marked. Proposals shall represent the best efforts of the Offerors and shall be evaluated as such. Proposals must set forth full, accurate and complete information as required by this solicitation. Proposal shall be placed in notebook format.

**L-12 RETENTION OF PROPOSALS**

All proposal documents shall be retained by the CFSA and shall not be returned to the Offerors.

**L-13 ORDER OF PRECEDENCE**

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the Statement of Work).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The Statement of Work.

**L-14 RESTRICTION ON DISCLOSURE AND USE OF DATA.**

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the CFSA except for evaluation purposes, shall:

- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the CFSA and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of, or in connection with, the submission of this data, the CFSA shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the CFSA's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this

restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

L-15 **PRE-AWARD PROTEST SHALL BE HANDLED IN ACCORDANCE WITH 10700.00 OF THE CFSA POLICY AND PROCEDURES MANUAL**

This policy is hereby incorporated by reference with full force and effect of the full text. Full text of this item will be provided by the CFSA upon request.

L-16 **POST-AWARD PROTESTS**

All protests made pursuant to this solicitation must be filed in accordance with the provisions of §908 of the District of Columbia Procurement Practices Act of 1985 and D.C. Code §1-1189.3.

L-17 **PRE-PROPOSAL CONFERENCE**

The pre-proposal conference will be held on **August 28, 2002 at 10:00 A. M.** at the CFSA building 400 6<sup>TH</sup> Street, SW. The conference will allow an opportunity for all Contractors to ask questions about the solicitation.

L-18 **FINANCIAL CAPABILITY**

The prospective contractor must demonstrate their financial responsibility prior to award. That is to say, the contractor must prove that she/he is capable of performance of the contract without outside help from the CFSA, who must make an affirmative determination concerning the contractor's financial standing. This may be demonstrated in the following manner(s):

- a. An audited financial statement from a professional outside CPA firm performed within the last twelve months
- b. A Balance Sheet
- c. A Profit and loss statement
- d. An irrevocable Letter of Credit (LOC) from a financial institution valued at or more than the cost of the contract
- e. Letters of Credit from suppliers who are expected to be used in performance of the work under the contract.
- f. Any other means deemed acceptable by the Contracting Officer.

**\*\*\* END OF SECTION L \*\*\***



PART IV—REPRESENTATIONS AND INSTRUCTIONS

SECTION M

EVALUATION FACTORS FOR AWARD

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## **M-1 EVALUATION OF PROPOSAL**

The contract shall be awarded to the responsible Offeror whose proposal is most advantageous to the CFSA based upon the evaluation criteria specified in the below subsections. The CFSA shall conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this procurement effort. CFSA may, at their option award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best terms.

## **M-2 TECHNICAL EVALUATION REVIEW PANEL (TERP)**

A Technical Evaluation Review Panel will be established to assist the CFSA in the selection of the Application Contractor. The CFSA reserves the right to alter the composition of this Panel.

The Technical Evaluation Panel shall be responsible for the review and scoring of all the proposals. This group shall be responsible for the recommendation to the Contracting Officer based on the process described in this Section. The Contracting Officer upon recommendation by the Panel will notify the selected Offeror and shall negotiate the contract subject to the final approval of the Contracting Officer.

## **M-3 EVALUATION TIME FRAME**

It is anticipated that all proposals submitted by the stated deadline will be evaluated and an award made within 30 days. The CFSA anticipates that contract negotiations shall begin immediately following award. If the CFSA cannot come to mutually satisfactory terms with its first selection, it may decide to withdraw the award and commence negotiations with the next highest ranked Offeror.

## **M-4 EVALUATION PROCESS**

From all information obtained in this process, the CFSA may negotiate with one or more Offerors to come to contract terms and to enter into a contract with one of the Offerors with whom negotiations took place. The evaluation shall consist of the following components. The relative importance of these factors is in descending order of importance. That is to say the factor most important will appear first with Although not scored or weighted, cost /price is a factor in the evaluation of the offeror's proposal.

A contract will be awarded to the responsible Contractors whose proposals are most advantageous to the CFSA, based upon the evaluation criteria specified in the below subsections. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores shall not necessarily be determinative of the award. Rather, the total scores shall guide CFSA in making an intelligent award decision based upon all evaluation criteria. CFSA reserves the right to reject any or all proposals determined to be inadequate or unacceptable. CFSA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Contractor's best terms.

### **M-4.1 TECHNICAL PROPOSAL Total maximum Points (70)**

The technical evaluation of the Offeror's proposal shall be based upon several factors. The Offeror's completeness and comprehensiveness of response to the SOW in this SOLICITATION shall be considered.

- (a) The technical competence of the offerors personnel and technical resources of the firm shall be evaluated.
- (b) The technical evaluation of the offerors plan to complete assignments on time along with the proposed project management skills to be employed on the contract shall be evaluated. The Offeror's demonstrated ability to manage a project of this complexity and size would be evaluated.

## **M-4.2 MANAGEMENT PROPOSAL Total maximum Points (45)**

The factors for the Management Proposal are the following:

### **M-4.2.1 RESPONSIBILITY**

In determining whether an Offeror is responsible, the CFSA will evaluate past performance, Financial stability, references, compliance with applicable laws, business ethics and integrity, the perceived ability to perform completely as specified, and other relevant factors. To be considered for award, an Offeror must demonstrate the ability to perform a contract of this magnitude. Offerors must submit a current audited financial statement, annual or quarterly report, Dun & Bradstreet rating or other acceptable proof of financial responsibility, and any other requested information to provide responsibility. Documents furnished to demonstrate financial responsibility would be kept confidential unless otherwise required by law. If the proposing Offeror is a publicly traded company, the company's most recent quarterly and annual Securities and Exchange Commission SEC filings must be included in the proposal.

### **M-4.2.2 MANAGEMENT JUDGMENT**

Proposals shall be evaluated on the soundness of the overall proposal. This includes the Offeror's understanding of the CFSA's need. Proposals shall also be evaluated on their commitment to provide and maintain superior staff and personnel management over time, how well key issues and concerns were addressed, and the use of good business judgment in preparation of the proposal.

## **M-4.3 STAFFING QUALIFICATIONS**

M-4.3.1 Proposals shall be evaluated on:

(a) Assessment of staff qualifications will include educational background, and specific contractual commitments of personnel proposed in the Offeror response to staff requirements identified in this SOLICITATION.

(b) The detailed outline of organizational structure on site defining the project team organization, descriptions of the functions to be performed by each position, resumes of all proposed Key Personnel. Personal reference checks shall be made as part of this evaluation process.

## **M-4.4 QUALITY CONTROL PLAN TOTAL MAXIMUM POINTS (0-45)**

M-4.4.1 Proposals shall be evaluated on:

(a) Offerors shall be evaluated on their written quality assurance procedures.

(b) Offerors shall be evaluated on their ability to demonstrate proven abilities.

(c) Offeror shall identify and describe the skills and qualifications of the personnel responsible for the quality control functions specified in the Quality Control Plan

## **M-4.5 PAST PERFORMANCE TOTAL MAXIMUM POINTS (0-40)**

Past performance evaluation is an indication of an Offeror's ability to perform the contract. The comparative assessment of past performance information is separate from any responsibility determination that may be made of the Offeror. The number and severity of an Offeror's problems on previous contracts, the effectiveness of corrective actions taken, the Offeror's overall work record, and the age and relevance of past performance information shall be considered. The Offeror's experience in the timely and successful completion of contracts of a similar nature with organizations of comparable size and complexity shall be considered in this evaluation.

#### **M-4.6 COST/PRICE**

Each proposal shall be rated using cost or price analysis to evaluate the cost or price estimate, not only to determine whether it is reasonable, but also to determine the Offeror's understanding of the work and ability to perform the contract. The cost in an Offeror's proposal shall be evaluated on its "cost realism", i.e. that the costs are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the various elements of the Offeror's proposal. Cost or price evaluation will be a component in determining the "Best Value" for the CFSA. Proposals which include cost/price offers which are obvious attempts to "Buy Into" the contract in the hope of recouping costs later through contract modifications, shall be evaluated on the same basis as unrealistically low price or cost offers indicative of a lack of understanding of the requirements of the contract. Any Price Proposal that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the CFSA. The CFSA may be willing to pay a higher price for a better technical product.

#### **M-5 CLARIFICATION AND DEFICIENCIES**

Before initiating a comprehensive evaluation, the Contracting Officer will determine that Contractors' proposals contain sufficient technical and cost information to make a full and meaningful evaluation and has been approved by a responsible official or other representative authorized to contractually obligate the Contractor. If the proposal meets these requirements, the proposal shall be forwarded for further processing.

The Contracting Officer may seek clarification by communicating with the Contractor for the sole purpose of eliminating minor irregularities, informalities or apparent clerical mistakes in proposals. This clarification, whether initiated by the Contracting Officer or the Contractor, may be achieved by explanation or substantiation.

This communication does not constitute Discussion or Negotiation with the Contractor nor does it give the Contractor an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. This clarification procedure shall not be used to correct or remedy Deficient or Unresponsive proposals.

Any Contractor's proposal which, upon initial review by the Contracting Officer, clearly does not satisfy the CFSA's requirements as outlined in the Scope of Services, shall be deemed Deficient and shall not be processed further.

#### **M-6 EVALUATION OF SUBMISSION REQUIREMENTS**

The purpose of this step is to determine if each proposal is sufficiently responsive to the solicitation to permit a complete evaluation. The result of this review is either a pass or fail. Proposals that fail this review shall not be given further consideration. Proposals must comply with the instructions to Offerors contained in this solicitation. Failure to comply with the instructions may cause the proposal to be rejected without further consideration. The CFSA reserves the right to waive any minor irregularities in the proposals.

#### **M-7 ORAL PRESENTATIONS**

Offerors may be asked to make Oral Presentations. If invited to make a presentation, the Offeror must have all of its proposed Key Personnel present. The Oral Presentation must provide an overview of the information contained in the Offeror's proposal provide clarification of proposal items as requested by the Technical Evaluation Review Panel The Oral Presentation must be clear, concise, and must thoroughly demonstrate that the Offeror's proposed Key Personnel have a clear understanding of the project and of each other's roles, responsibilities, and the delineation of their respective roles. The Key Personnel must demonstrate their ability to work together in a cooperative and communicative fashion. The Technical Evaluation Review Panel may interview the Key Personnel that the Offeror intends to assign to the project. This can take place on the same day as the oral presentation or may be scheduled separately. Each individual may be interviewed separately.

The Technical Evaluation Panel members shall incorporate the results of the Oral Presentations into their evaluations.

**M-8 BEST AND FINAL OFFER (BAFO)**

At the conclusion of the initial evaluation, the CFSA may make adjustments, clarifications, scope revisions, and other similar changes to the SOLICITATION, which shall be formalized in the conduct of the BAFO. If Best and Final Offers are held, it is anticipated that at least three (3) Offerors with the highest scoring technical (and business) proposals, and whose price offering is within the Selection Committee's established competitive range, shall be invited to participate in the BAFO. Updated proposals may be requested from each Offeror whose proposal has been deemed acceptable or potentially acceptable to the CFSA upon the completion of the initial evaluation. This step shall be done in the form of a business letter sent from the CFSA to the Offeror requesting changes and the submission of an updated proposal.

The CFSA's request for an updated proposal shall describe changes that the CFSA wishes to make to the SOLICITATION, if any, as well as the specific identification of problem areas or weaknesses in the Offeror's proposal. Offerors may be permitted to clarify or amend their proposals in the areas identified by the CFSA. The resulting changes to the proposal (including prices) may result in the points given during the initial evaluation to be changed. The revisions must be clearly identified and referenced to the correct section numbers. Only those clarifications explicitly requested by the CFSA shall be reevaluated.

**M-9 AWARD**

- M-9.1 CFSA reserves the right to reject any and all proposals determined to be inadequate to meet its requirements, unacceptable from the standpoint of any or all of the evaluation rating factors, or too costly for the services or goods for which it initially determined there was a need. CFSA may award one or more contracts on the basis of initial offers received, with or without further discussions. Therefore, each Contractor's proposal should contain their best and final offer from a price, technical, and quality standpoint. If more than one contract results from a single solicitation, all contracts issued shall be the same type as that described in the subsections above.
- M-9.2 Although CFSA could award one or more contracts without further discussion with any Contractor, there may be times when CFSA determines it to be in their best interest to enter into face to face or written contract negotiations with the highest ranked Contractor based upon the combined scores of the rated proposals. Should the highest ranked Contractor be unable to negotiate a contract fully meeting CFSA's requirements within thirty (30) days from the date of notification of selection, the next highest ranked Contractor shall be selected for negotiations. CFSA reserves the right to conduct contract negotiations with any or all Contractors whose proposals meet their requirements for goods or services.
- M-9.3 CFSA may award one or more contracts resulting from this solicitation to the responsible Contractor(s) whose offer(s) represent the "best value" to CFSA, in terms of cost or price, technical, quality and other factors specified in this solicitation.
- M-9.4 The Contractor(s) selected for contract award(s) must certify that it/they shall perform at least 51 percent of the contracting effort, excluding the cost of materials, goods and supplies, with its/their own organization and resources.
- M-9.5 The CFSA reserves the right to award on initial proposals without further discussion. The prospective contractor is therefore encouraged to submit their best offer at the time of receipt of all proposals.
- M-9.6 The CFSA shall evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The CFSA may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the CFSA to exercise the option(s).

M-9.7 A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the CFSA may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

**\*\*\*END OF SECTION M\*\*\***